

# Exhibit 10

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of July 28, 2014 (the "Effective Date") by and between Netflix Studios, LLC, a Delaware limited liability company with its principal place of business at 100 Winchester Circle, Los Gatos, CA 95032 ("Netflix"), and Synthesis Films LLC, a New York limited liability company with its principal place of business at 1103 S. Kenmore Avenue, Los Angeles, CA 90006 ("Distributor").

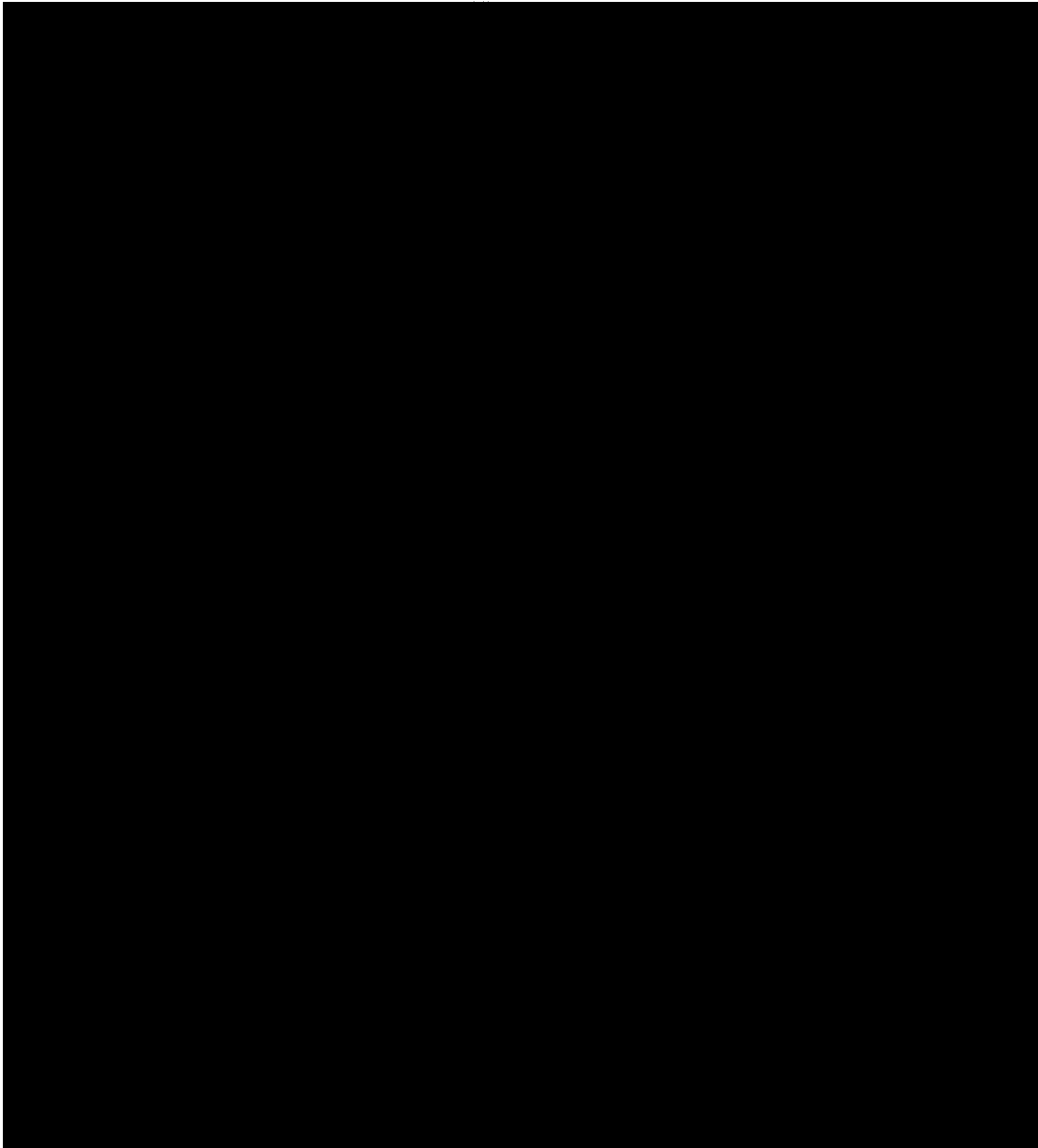
### Recitals

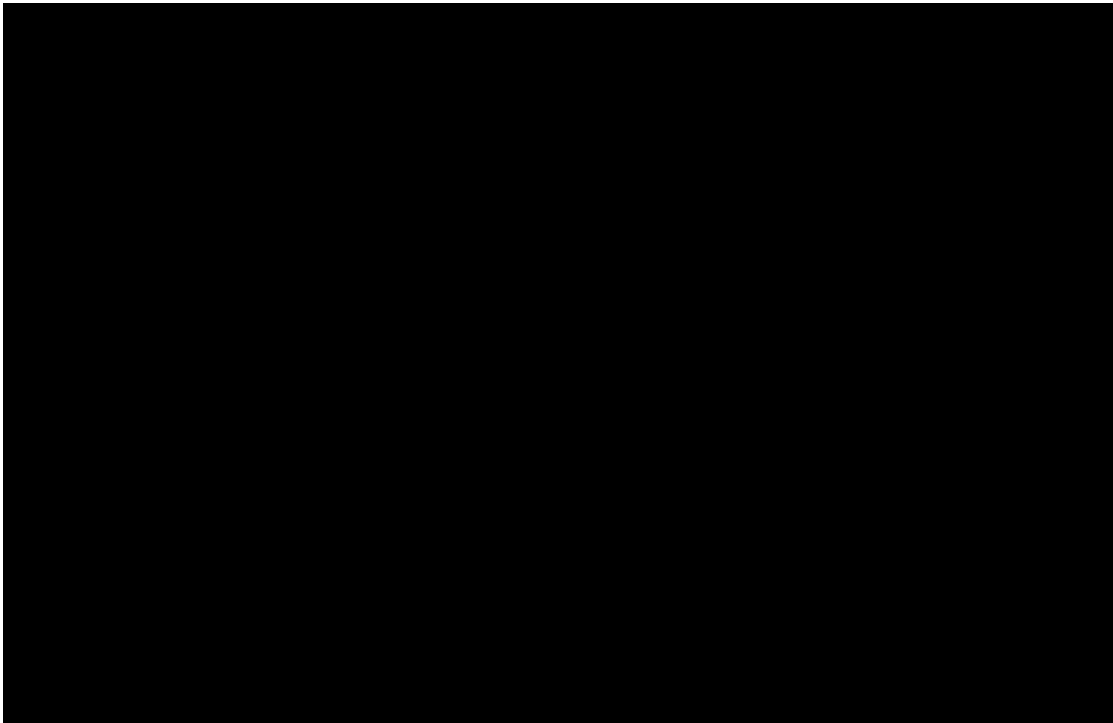
Netflix is a subscription entertainment service providing its subscribers with access to motion pictures, television and other digital entertainment products in a variety of formats.

Distributor is in the business of producing and distributing certain Episodes, as defined below.

Netflix and Distributor desire to enter into a relationship whereby Distributor will produce and deliver, and will grant Netflix, among other rights described herein, a license to distribute Episodes of the Series within the Territory, as defined below, all in accordance with the terms and conditions set forth below.

### Agreement





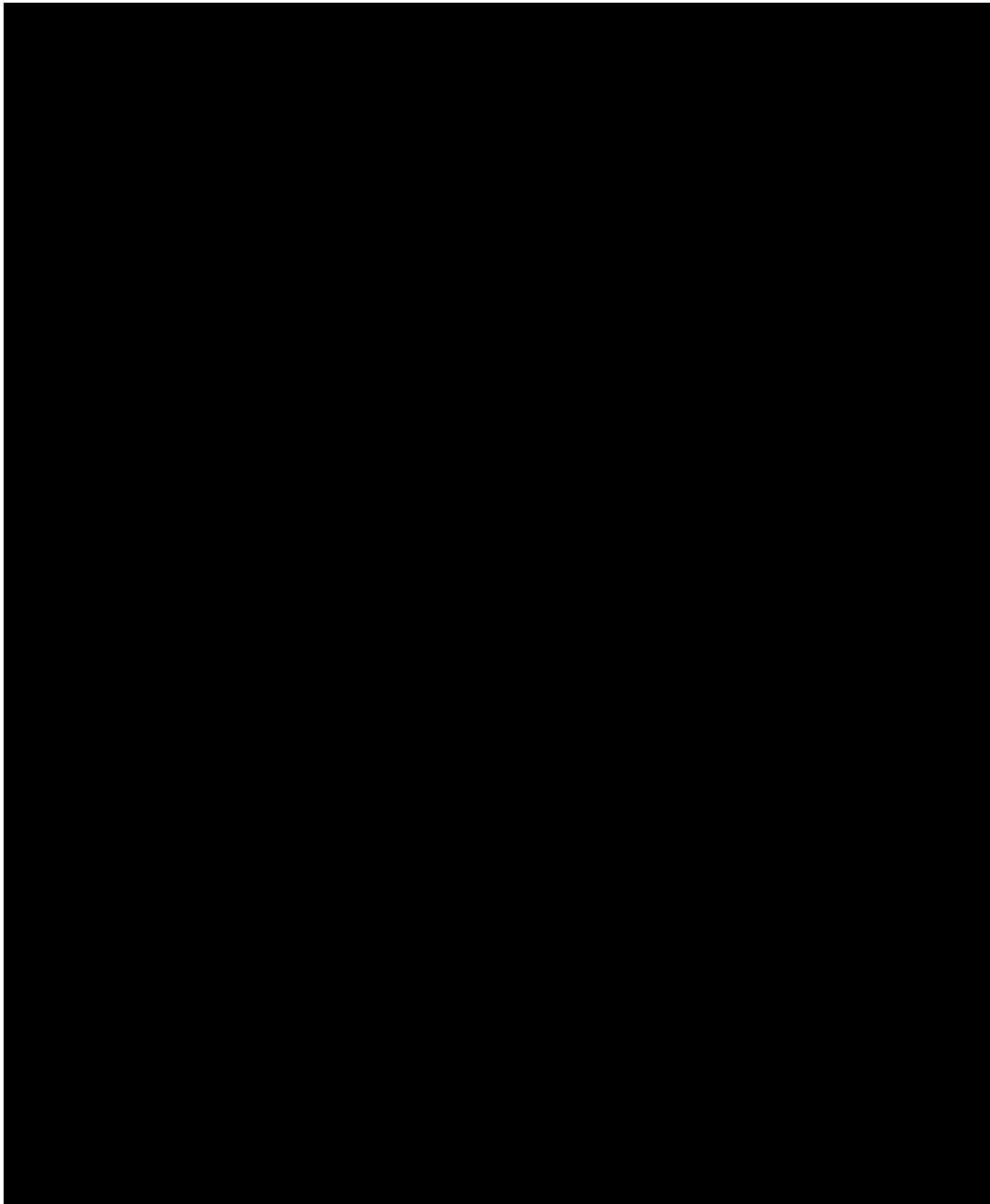
**6 Representations and Warranties; Indemnification; Limitation on Liability.**

**6.1** Netflix. Netflix represents, warrants and covenants that (a) Netflix has the full right, power, legal capacity and authority to negotiate, enter into and fully perform its obligations under this Agreement; (b) once executed by Netflix, this Agreement constitutes a valid and enforceable obligation of it; and (c) there are not now any liens, claims, encumbrances, legal proceedings, agreements or understandings which might conflict or interfere with, limit, derogate from, be inconsistent with any of Netflix's representations, warranties or covenants contained in this Section 6.1.

**6.2** Distributor. Distributor represents, warrants and covenants that (a) Distributor has the full right, power, legal capacity and authority to negotiate, enter into and fully perform its obligations under this Agreement, without the consent of any third party, including, without limitation, the right to offer for license and license Episodes hereunder, and there are no liens, claims of any type or nature, encumbrances (other than customary liens described in (i) any notice of assignment or interparty agreement or Completion Guaranty to which Netflix is a party, (ii) the Completion Agreement in favor of the Completion Guarantor so long as any such rights and liens are subordinated to the rights and liens of Netflix pursuant to the Completion Guaranty or documentation approved by Netflix and (iii) customary lab liens, subject to delivery of satisfactory laboratory control agreement(s) required hereunder), legal proceedings, agreements or understandings which could reasonably conflict or interfere with, limit, derogate from, be inconsistent with any of its obligations under this Agreement, including, without limitation, the right to offer for license and license Episodes hereunder; (b) once executed by Distributor, this Agreement constitutes a valid and enforceable obligation of it; (c) Distributor has and shall maintain at all times during the Term all necessary rights, including any copyrights and trademarks, titles, authorizations, releases, consents and interests, including, without limitation, from all third party rights holders for each Episode and Source Material, necessary to grant Netflix the licenses granted in this Agreement, including, without limitation, with respect to the Promotional Materials, and exclusively owns all rights in the Series and every element thereof, including, without limitation, all necessary rights in the Underlying Material and, any scripts (as applicable), screenplays (as applicable), teleplays (as applicable) and music included therein and has not previously transferred, assigned, encumbered, disposed of or granted to any third party any form of option to acquire any of such rights; (d) Distributor has and shall maintain binding agreements with the Key Elements to direct and provide editing services, as applicable, for no less than all Episodes of

Season 1, which shall contain waiver of injunctive relief provisions, and Distributor shall not amend, terminate, invalidate, rescind or waive any material obligations of such parties under such agreements without Netflix's prior written consent. (e) Distributor has satisfied and shall satisfy, in each case for the duration of the Term all third party obligations of any kind with respect to the Episodes (and associated Source Material) or any element thereof, and their distribution and exploitation in accordance with this Agreement, including, without limitation, all guild residuals, fees, deferred fees, contingent compensation, and contributions, third party licenses, royalties, participations, remuneration or other payments, and Netflix shall have no obligation for any such past, current or future charges or similar payments; (f) all Episodes shall be fully scored and all rights shall be cleared for use in all media (excluding theatrical), throughout the world, and Distributor shall obtain all necessary music clearances, rights and licenses in connection with the exploitation of the rights granted to Netflix hereunder, and shall make all payments required in connection therewith except for any public performance payments in connection with the musical compositions contained in the Source Material in connection with Netflix's exploitation of such Source Material; (g) the public performance rights (as that term is understood in the United States, also known as the "communication to the public" rights in certain other parts of the Territory) in the musical compositions contained in the Source Material are either: (i) controlled by the music performance rights organizations listed on attached Schedule D ("PROs") for each corresponding country or region in the Territory, from which licenses on commercially reasonable terms and conditions covering Netflix's transmissions of Source Material in all countries throughout the Territory are available, (ii) in the public domain; or (iii) controlled by Distributor or an affiliate of Distributor and not available for licensing through the PROs (in which event no additional clearance of, or payment with respect to, such rights shall be required by Netflix associated with Netflix's transmissions or other delivery of the Source Material hereunder); (h) Distributor shall make all payments which may become due or payable under any applicable guild or union collective bargaining agreement or under any other contract entered into by Distributor by reason of the permitted exhibition of the Series hereunder; and Netflix shall not have any responsibility or liability for any services, deferments, obligations or claims made for services provided or performed by, or rights granted to, any person in connection with the Series, nor any responsibility or liability for the making of payments to or on behalf of any person (including, without limitation, any union, guild, actor, writer, director, producer, craftsman, performer, collection society or governmental agency) by virtue of the use made of the Series hereunder, any trailer or other elements supplied by Distributor, or any non-film material supplied by Distributor, all residual and other payments to any such person being the sole responsibility and obligation of Distributor; (i) the Series (excluding the Underlying Materials that are in the public domain or other materials identified by Distributor and approved by Netflix prior to the Outside Delivery Date) is wholly original and not in the public domain and Netflix's distribution and other exploitation of the Source Material, including without limitation, the Series, and Distributor Marks in accordance with this Agreement shall not violate or infringe any rights of any third party, including, without limitation, any third party intellectual property rights, contract rights, rights of attribution or credit, moral rights (or similar rights in any jurisdiction), rights of publicity, and rights of privacy, or defame or constitute unfair competition against such third party; (j) the Source Materials delivered by Distributor hereunder shall be of first class quality, commensurate with the quality of delivery materials for a U.S. Premium Pay TV original program (e.g., HBO, Showtime, Epix, Starz, etc.) and the Production Budget shall be no less than Three Million Seventy-Five Thousand Dollars (\$3,075,000) as set forth in the Approved Proposed Production Budget; (k) Distributor shall, contractually require all third party licensees of the Series (as permitted hereunder) to employ industry standard geo-filtering and encryption technologies when distributing the Series and Distributor shall proactively enforce such contractual rights; (l) the Series will be produced and delivered in compliance with the record keeping, certification and other requirements, as applicable, of Title 18 U.S.C. Sections 2257 and 2257A, each as amended, and all related statutory regulations and provisions regarding depiction of actual sexually explicit conduct and/or lascivious exhibition or simulated sexually explicit conduct, and the deliverables required to be delivered to Netflix pursuant to such provisions of law (and any other materials

reasonably requested by Netflix, in the form and substance requested by Netflix) shall include records that evidence such full and complete compliance; (m) Distributor shall provide Ratings information in accordance with Section 5.4 if required by a Ratings Body, and any such Ratings information delivered by Distributor to Netflix shall be true, complete and accurate; and (n) the Source Material and Distributor Marks, and the production thereof by Distributor or any third party, Netflix's distribution and other exploitation of same in accordance with this Agreement shall not violate any applicable law, rule or regulation (whether federal, state or local) or collective bargaining agreement; (o) the Series shall be truthful and accurate; and (p) the Series has been duly and properly registered for copyright in the United States or can be so registered, and the copyrights in the Series and the literary, dramatic and musical materials upon which the Series is based, which are included in the Series, are and will be valid and subsisting during the Term throughout the Territory. Distributor's representations, warranties and indemnities shall remain in full force and effect notwithstanding any approval or acceptance by Netflix of the Chain-of-Title Documents.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SYNTHESIS FILMS LLC

By: Laura Ricciardi  
Name: Laura Ricciardi  
Title: Member

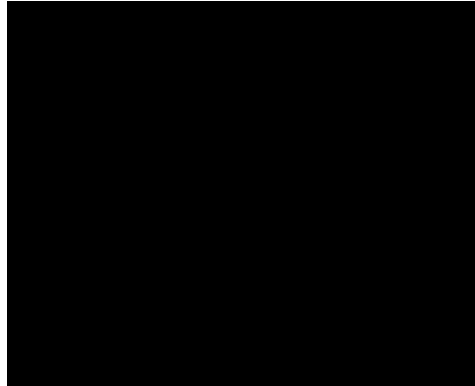
Address for Notice

NETFLIX STUDIOS, LLC

By: [Signature]  
Name: Lisa Nishimura  
Title: Authorized Signatory

Digitally signed by Lisa Nishimura  
DN: c=US, o=Netflix, ou=Netflix, email=lnishimura@netflix.com, cn=Lisa Nishimura  
Date: 2019.08.20 09:42:48 -0800

Address for Notice:



*Signature Page  
(Making a Murderer)*

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HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

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